

CITY COUNCIL AGENDA REPORT

SUBJECT: Televising City Council Meetings

AGENDA DATE: November 18, 2008

PREPARED BY: Judith Hashem, Finance Director

APPROVED BY: Ralph Velez, City Manager 

RECOMMENDATION:

The City Council is requested to take the following action:

1. Authorize the City Manager to execute the Agreement with Conveyor Group for video recording and production services of Calexico City Council meetings; and
2. Approve the attached Budget Amendment Resolution.

FISCAL IMPACT:

After determining the best solution for the City was to contract with Conveyor Group, we negotiated a price to perform these services in the amount of \$9,975 for 24 City Council sessions. The contract is based on an estimated 2.75 hours per meeting, averaged over the period of the contract. When special circumstances arise and additional costs might be incurred, i.e. special meetings, that will be charged in accordance with the contract, we will seek prior approval of the City Council.

BACKGROUND:

In the Goal Setting Workshop of January 6, 2007 one of the short-term goals for Information Technology improvements was the televising of City Council meetings. The Goals were approved by the City Council on January 26, 2007 and direction was given to staff to proceed.

Last year Andres Vitols, Information Technology, began researching options as instructed in order to find the appropriate implementation methods and providers, as well as contacting other governmental agencies utilizing similar services to establish a comparison point.

At that point we located and requested informal quotes from providers for this type of service, although we knew the budget reductions the financial impact would be an issue in making this a reality. At that time, the budget did not include any provision for this expenditure.

We received (4) informal quotes for providing the service, which were then reviewed for quality, consistency, and cost in order to arrive at the best qualified service provider. Conveyor Group was determined to be the provider that could best suit the needs of quality, timeliness, and continuity, apart from cost, that the City requires to represent itself to the public.

In accordance with the Purchasing Policy and Procedures, the City is not required to go to formal bid and advertise for these services. The City Manager has the authority to authorize this work with the approval of the City Council 1) to authorize the City Manager to sign the contract on behalf of the City and 2) to adopt a Budget Amendment Resolution for funding.

Mayor Fuentes has expressed his interest in moving forward with this project in an expeditious manner, as he feels it is important to provide the residents of Calexico with transparency, news, and information on their City.

At this time, we are asking the City Council for approval to proceed.

BUDGET AMENDMENT RESOLUTION NO. 08-09 ____**BUDGET AMENDMENT RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CALEXICO AUTHORIZING AN AMENDMENT
TO THE FINAL BUDGET FOR FISCAL YEAR 2008-09 FOR
CITY COUNCIL DEPARTMENT**

WHEREAS, the Final Budget for Fiscal Year 2008-09 was adopted by Resolution No. 08-25 (City) and Resolution No. 08-26 (Calexico Redevelopment Agency) of the City Council on June 17, 2008; and

WHEREAS, the City Council has authorized the amendment of the Final Budget, in accordance with proper governmental accounting and financial reporting practices; and

NOW THEREFORE, the City Council of the City of Calexico hereby resolves and authorizes the following action(s):

AMENDMENTS TO ADOPTED BUDGET:**1) Record Revenue Estimate(s):**

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
<i>Total</i>				

2) Record Appropriation(s):

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
101-1110	General Fund--City Council	53021	Contract Services	9,975
101-1110	General Fund--City Council	59910	Budgetary	(4,987)
<i>Total</i>				4,988

3) Record Transfer of Funds:**FROM:**

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
219-6110	RDA-Administration	53030	Professional Services	4,988
<i>Total</i>				4,988

TO:

Fund No./ Org Key	Fund Title Org Key Title	Object Code	Object Code Title	Amount
101-1110	General Fund-City Council	47026	Reimb. For Servs. Provdl.	(4,988)
<i>Total</i>				(4,988)

CAPITAL EXPENDITURE AUTHORIZATION:

4) Record Specific Capital Item(s) or Project:

Fund/Org Key/Object Code (Complete Account No.)	Quantity	Description	Amount
Total			

5) Purpose of Budget Amendment:

To fund the contract with Conveyor Group for the recording and televising of City Council meetings for 24 sessions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Calexico at the regular meeting this 18th day of November, 2008.

LOUIS FUENTES, Mayor

ATTEST:

LOURDES CORDOVA, City Clerk

APPROVED AS TO FORM;

JENNIFER M. LYON, City Attorney

STATE OF CALIFORNIA)
CITY OF CALEXICO) ss.
COUNTY OF IMPERIAL)

I, Lourdes Cordova, City Clerk of the City of Calexico, do hereby certify under the penalty of perjury, that the foregoing Resolution No. 08-____, was duly adopted by the City Council at a meeting of said City Council held on the 18th day of November, 2008, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

LOURDES CORDOVA, City Clerk
City of Calexico



design marketing advertising interactive

Conveyor Group

2419 Imperial Business Park Drive
Imperial CA 92251

760-355-1500

aaron@conveyorgroup.com
www.conveyorgroup.com

Project Estimate

Andres Vitoles	No:	EST-1479-08
City of Calexico IT Dept.	Date:	25 September, 2008
760-562-4715	Component 01:	Video Production Services
	Component 02:	Video Intro Development
	Component 03:	Video Encoding & Streaming

Job Description

Video Production Services for City Council Meetings

This proposal is for the recording of Council meetings for the City of Calexico. Based on an average meeting duration of 2.75 hours (from 1.5 minimum to 4 maximum), Conveyor Group will provide one man and one camera on-site to capture video of the entire meeting. Travel and setup will be budgeted at one hour per meeting. Conveyor Group will create a brief 2-3 minute video clip introducing council members and designating the video to be from the City of Calexico. This clip will be applied to the beginning of the raw footage for every meeting and then be encoded for streaming (unedited). A copy will also be provided to GOVtv Channel 75 for airing. This will happen within 24-36 hours of each meeting. Compositing and encoding of footage is not to exceed 1.5 hours per meeting recorded. Video will be posted for streaming off-site using an embedded player for placement on the City's own website. Conveyor Group will also post the video to its online portal at myimperialvalley.com at no charge. Total number of hours allowed not to exceed 130 for one calendar year. This agreement will be for one year beginning the day of the first meeting recorded.

DVDs of each meeting are available at an additional cost when requested.

Usage License

Subject to the terms and conditions below, Conveyor Group the creator of the work ("Work") referenced in this document (EST-1479-08) hereby grants to City of Calexico IT Dept. defined herein ("Client") an Exclusive license to use the Work Worldwide. This license shall be valid for An Unlimited Time and shall cover publication of the Work in the medium for which it was created. Any other use of the Work by the Client shall require a separately negotiated license, including that for derivatives, revisions, and reprints. Technologies, features, and custom programming used for enhancing websites are non-transferrable. A single license will be issued for implementation of

encrypted software systems. All rights reserved by Conveyor Group for future use and licensing. Products may not be reverse engineered, decoded, distributed or shared.

Terms

Estimate is valid for 30 days from the date of issue. Fees and expenses quoted are for the original job description and layouts only, and for the usage specified. Actual amounts are subject to a normal trade variance of 10%. Multiple rounds of revisions may increase final fees. Minimum of one hour billing per project. A purchase order or signed estimate and 30% of the estimate total is due upon booking. Job cancellation within 72 hours = 5% of service fees, plus all incurred expenses. All rights not specifically granted in writing, including copyright, remain the exclusive property of Conveyor Group. Invoice is payable upon receipt. A late charge of 1.5% per month will apply after 30 days. License usage rights are transferred upon full payment of invoice. Failure to make payments voids any license granted and constitutes copyright infringement. Additional shipping and handling charges may apply to produced materials. External production, purchases, or media management requiring planning, facilitation, coordination, proofing, or credit extension shall entail a 15% fee - which has been included in this estimate where applicable. External production and media costs are disclosed on the final invoice. There is no hidden markup at any time. All media and vendor discounts are passed directly to the client when available. Conveyor Group does not engage in kickbacks or hidden commissions. Web and database hosting on Conveyor Group systems is subject to acceptable use policy and other ongoing terms. Domain name registration and renewal by Conveyor Group on behalf of its clients is subject to a release of liability agreement. Website maintenance packages require hosting with Conveyor Group. Acceptance of promotional offer(s) requires one year minimum length of service following promotional period at standard package price.

Creative Service Fees

Fees

24 Travel and Transportation @ 75.00 ea./hour for .75 hours	1,350.00
24 Video Production - Capture/Log @ 75.00 ea./hour for .25 hours	450.00
24 Video Production - Location Setup @ 75.00 ea./hour for .25 hours	450.00
24 Video Production - Mastering @ 75.00 ea./hour for .5 hours	900.00
Video Production - Motion Graphics (Opening Sequence) @ 75.00/hour for 7	525.00
24 Video Production - Post Production/Editing @ 75.00 ea./hour for .25 hours	450.00
24 Video Production - Videography @ 75.00 ea./hour for 2.75 hours	4,950.00
24 Video Production -Rendering/Encoding @ 75.00 ea./hour for .5 hours	900.00
Fees total:	9,975.00
Sub Total	9,975.00
Total	9,975.00

Signature_____ Date_____

Signature required to open project.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the ___ day of _____, 2008, by and between the City of Calexico ("City") and **Conveyor Group**, ("Consultant").

RECITALS

A. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

B. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

AGREEMENT

1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner. Consultant shall perform the services described on Exhibit A which is attached hereto and incorporated herein by reference. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A, subject to the direction of the City through its staff that it may provide from time to time.

a. **Designated Representatives:** The City and Consultant shall each appoint a Representative with authority to provide or obtain any necessary information that may be required by Consultant or the City. The City's Representative for purposes of this subsection is _____ and the Consultant's Representative is _____.

b. **Additional Work:** City may order changes to the Scope of Services within the general scope of this Agreement consisting of additions, deletions, or other revisions. If such changes cause a change in the Consultant's cost of, or time required for, completion of the Scope of Services, an equitable adjustment to Consultant's compensation and/or contract time shall be made, subject to the City's approval. All such changes shall be authorized in writing and have no force or effect unless signed by Consultant and City. If such a change results in an extension of the term of this Agreement or increases the maximum amount to be paid under this Agreement, no such change shall have any force or effect unless an amendment to this Agreement is approved by the City Council

2. **Time of Performance.** The services of Consultant are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the City. All such work shall be completed no later than _____. Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed _____ without additional authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made until the final work under this Agreement has been accepted by City.

5. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes, internal documents and as otherwise provided in this Section 5, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party.

(a) Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request.

(b) All graphical services provided by Consultant under this Agreement shall be for the exclusive use of the City. Consultant shall have a limited right of use for promotional purposes.

(c) Consultant may contract with others to provide creative services such as copywriting, photography, and illustration. The City shall not be liable for any costs associated with third party creative services other than as expressly provided for in this Agreement. The City agrees to be bound by any terms and conditions, including required credits, with respect to reproduction of such material as may be imposed on Consultant by such third parties.

(d) Consultant shall obtain for the City the same reproduction rights with respect to materials resulting from such services as Consultant is providing the City under this Agreement.

6. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

7. Interest of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by and during this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services

hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a) (2).)

8. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

9. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses in connection therein), arising out of the performance of this Agreement, except for any such claim arising out of the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

The City shall be responsible for the accuracy and completeness of all information and materials provided to Consultant in the performance of this Agreement. In the event of a third party dispute arising out of the use of City provided materials, City shall indemnify, defend (with legal counsel selected by the City) and hold Consultant harmless from and against any claim, right, suit, damages and expense, arising from or out of any claim by any third party that its rights have been or are being violated or infringed upon with respect to the use of any materials that have been provided by the City and used by the Consultant in performing the services required of this Agreement.

10. Insurance Requirements.

a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. This provision shall not apply if Consultant has no employees performing work under this Agreement. If the Consultant has no employees for the purposes of this Agreement, Consultant shall sign the "Certificate of Exemption from Workers' Compensation Insurance" which is attached hereto as Exhibit C.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

b. Policy Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. The City of Calexico, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work or operations.

ii. This policy shall be considered primary insurance as respects the City, its elected or appointed officers, officials, employees, agents and volunteers. Any insurance maintained by the City, including any self-insured retention the City

may have, shall be considered excess insurance only and shall not contribute with it.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents or volunteers.

v. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance and Endorsements. Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement.

11. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

12. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession.

13. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Imperial, California.

14. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth herein below. Either party may change its

address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Calexico, City Manager
608 Heber Ave.
Calexico, CA 92231

**If to Consultant: Conveyor Group, Aaron Popejoy
2419 Imperial Business Park Drive
Imperial, CA 92251**

15. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

16. **Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

17. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

18. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

19. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

20. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

21. Termination. This Agreement may be terminated immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services performed up to the effective date of termination.

///

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF CALEXICO:

CONSULTANT:

Ralph Velez
City Manager

APPROVED AS TO FORM:

ATTEST:

Jennifer M. Lyon
City Attorney

Lourdes Cordova
City Clerk

EXHIBIT A

SCOPE OF SERVICES

Recording of up to 24 Council meetings for the City of Calexico. Based on an average meeting duration of 2.75 hours (from 1.5 minimum to 4 maximum), Conveyor Group will provide one man and one camera on-site to capture video of the entire meeting. Travel and setup will be budgeted at one hour per meeting. Conveyor Group will create a brief 2-3 minute video clip introducing council members and designating the video to be from the City of Calexico. This clip will be applied consistently to the beginning of the raw footage for every meeting and then be encoded for streaming (unedited). A copy will also be provided to GOVtv Channel 75 for airing. Compositing and encoding of footage is not to exceed 1.5 hours per meeting recorded. Video will be posted for streaming off-site using an embedded player for placement on the City's own website. Conveyor Group will also post the video to its online portal at ImperialValleyLiving.com at no charge. Total number of hours allowed not to exceed 126 for one calendar year. This agreement will be for one year beginning the day of the first meeting recorded. DVDs of meetings are available at an additional cost of \$8 each when requested.

EXHIBIT B

SCHEDULE OF CHARGES

All services outlined in exhibit A are billed at \$75 dollars per hour within this special contract. Services beyond scope must be requested in writing and will be billed at Conveyor Group's standard agency rate of \$95 per hour. Each meeting is estimated to include the following breakdown of hours and services:

Travel & Transportation: .75hours
Location Equipment Setup at location: .25hours
Videography of Event: 2.75hours
Video Capture & Log: .25hours
Post Production/Editing: .25hours
Video Mastering: .5hours
Rendering/Encoding: .5hours

Total "per-meeting" allowance of: 5.25hours

Total allowance for up to 24 annual meetings: 126hours

Plus

One-time opening sequence production: 7hours

Total annual allowance: 133hours

Billed monthly on the following schedule:

First Month: \$1,175.00 (to help cover development of opening sequence)

All Subsequent Months (11qty): \$800.00

Total Annual Contract Fee: \$9,975.00

EXHIBIT C

**CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION
INSURANCE**

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2008, at _____,
California.

Consultant

EXHIBIT C

CERTIFICATE OF EXEMPTION FROM WORKERS' COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 2008, at _____,
California.

Consultant